

I, EDWARD I. KOCH, do make, publish and declare this to be my Last Will and Testament hereby revoking all other Wills and codicils by me at any time heretofore made.

FIRST: I direct that all my just debts and funeral expenses be paid as soon as practicable after my death. Moreover, I instruct my executrix to have me buried at the Trinity Church Cemetery (Trinity) located in New York City in Manhattan at 155th Street and Amsterdam Avenue where I have purchased a plot. Trinity has agreed that my burial will be in the Jewish tradition, which ritual requirements will be set forth in a contract I will enter into with Trinity.

SECOND: I request that my Executor assemble all of the pictures and other memorabilia and papers related to my political life, which are now located at my office and residence, and dispose of same as follows:

a) I direct my executor to complete the agreement of gift entered into on September 18, 2000 between myself and the NEW YORK HISTORICAL SOCIETY of photographs and other memorabilia listed in said agreement; and,

b) As to my remaining such items, after the satisfaction and completion of subparagraph a), *supra*, of this ARTICLE SECOND, I bequeath to my sister, PAT THALER, who has complete authority to retain or dispose of some or all of such remaining items and, if she predeceases me, or otherwise does not retain or dispose of all of such items, I bequeath such unretained or undisposed items to the LAGUARDIA and WAGNER ARCHIVES to join my papers heretofore given to that institution.

Furthermore, I hereby bequeath the sum of One Hundred Thousand (\$100,000) Dollars to the LaGuardia and Wagner Educational Fund for the purpose of creating a program bearing my name to promote public and government service.

THIRD: I give all other tangible personal property - - other than that property effectively disposed of by the provisions of ARTICLE SECOND, *supra* - - that I shall own at the time of my death to my sister, Pat Thaler, if she survives me, and if she does not survive me, then such property is to be divided among the issue of said Pat Thaler, in equal shares, per stripes, in as nearly equal shares as may

be practicable (i) as they shall agree, or (ii) in the absence of agreement, as my executor shall determine. I direct my executors to pay as an expense of administration of my estate all expenses, costs, fees and other charges incurred during the administration of my estate in connection with the preservation, protection and delivery of all tangible personal property bequeathed under this Will.

FOURTH: I give and bequeath the sum of Five Hundred Thousand (\$500,000) Dollars jointly to my sister Pat Thaler and her husband Alvin Thaler, if they survive me; but, if only one of them survives me, all to the survivor.

FIFTH: I give the sum of One Hundred Thousand (\$100,000) Dollars to my secretary, Mary Garrigan, if she shall survive me.

SIXTH: I give and bequeath the sum of Fifty Thousand (\$50,000) Dollars to my late brother's wife, Gail Koch, if she shall survive me.

SEVENTH: I give and bequeath the sum of Fifty Thousand (\$50,000) Dollars to my nephew, Andrew Koch, if he shall survive me.

EIGHTH: I give and bequeath the sum of Fifty Thousand (\$50,000) Dollars to my niece, Joey Koch, if she shall survive me.

NINTH: All the rest, residue and remainder of my property, both real and personal, of whatsoever kind, nature and description and wheresoever situated, of which I may die seized or possessed or to which I may legally or equitably be entitled at the time of my death, or in which I may have any power of appointment, including any legacy or devise under this Will which may lapse (all of which property is sometimes herein referred to as my "residuary estate") I direct be distributed to the issue of Pat Thaler, my sister, in equal shares *per stirpes*.

TENTH: I appoint as Executrix of this Will my sister Pat Thaler, and if she shall for any reason fail or cease to act as such executrix, then I appoint my nephews Jonathan Thaler and Jared Thaler, to be the executors of this Will in her place and stead. If either Jonathan Thaler or Jared Thaler shall for any reason fail or cease to act as executors hereof, either Jonathan Thaler or Jared Thaler, as the case may be, can act as sole executor.

Any and all substitute or successor executors or administrators c.t.a. hereof shall have all the powers and discretions herein granted to my executor originally named.

I direct that no executor herein named or appointed by authority herein granted shall be required to furnish bond or other security in any jurisdiction where he or she may be called upon to act.

I authorize any executor named herein or appointed by authority herein granted to resign as such at any time without leave of court by instrument in writing signed and acknowledged by him or her and filed in the office of the clerk of the court that shall have admitted this Will to probate.

ELEVENTH: I direct that all estate, transfer, succession, inheritance, legacy and similar death taxes with respect to any property passing under ARTICLE SECOND and THIRD, *supra*, shall be paid out of my residuary estate and that there shall be no apportionment of any such taxes, interest or penalties in connection therewith.

TWELFTH: If any property held hereunder or under any codicil hereto shall be payable to a minor, my executors in their sole discretion may:

(A) Pay over all or any such property to

(i) such minor if the minor has attained the age of twenty-one and has the practical capacity to own the type and amount of property in question, (ii) a guardian of the minor's property, (iii) a parent or person having the care or custody of said minor without requiring such parent or person to qualify as guardian in any jurisdiction, or (iv) a custodian for such minor under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act of any state; or

(B) Set aside all or any such property, title to which shall have vested absolutely in such minor, in a separate fund and hold the same until such minor shall become of age or sooner die. During such period my executors may at any time or from time to time pay over all or any portion of such fund as provided in paragraph (A) hereof, or invest and reinvest the same and pay or apply to or for the use of such minor all or so much of the principal thereof and net income

therefrom (including accumulated income), and accumulate and add to principal any net income not so paid or applied, as my executors may in their sole discretion determine, irrespective of any other source of income or resources of such minor.

My executors holding such fund shall not be required to give bond or security or to render periodic accounts and shall be entitled to compensation as if such fund were a separate trust.

If any such property shall be tangible personal property, my executors shall have no duty to convert the same into productive property and the expenses of the safekeeping thereof, including but not limited to insurance, shall be a proper charge against the income and principal of the other property held for such minor pursuant to this Article.

(C) My executors shall be free from all responsibility with respect to any assets so paid over if they shall be distributed in one of the ways specified in this Article and my executors shall have no obligation to see to the use or application of any such payment or to make inquiry with respect to any other resources or income of such minor prior to making any such payment.

THIRTEENTH: My executors shall have with respect to any and all property, real and personal, whether principal or income and whether owned by me at the time of my death or thereafter received, the following powers and discretions without limitation by their specification and without regard to whether my executors may have an interest in my estate:

1. To retain any such property without regard to the proportion such property or similar property held may bear to the entire amount held and whether or not the same is of the class in which fiduciaries are authorized by law or any rule of court to invest funds;

2. To sell any such property upon such terms and conditions as may be deemed proper at either public or private sale either on credit for such period of time as may be deemed proper or for cash and with or without security and the purchaser of such property shall have no obligation to see to the use or

application of the proceeds of sale; to exchange, lease, sublease, mortgage, pledge or otherwise encumber any such property upon such terms and conditions as may be deemed advisable; to grant options for any of the foregoing and to make any lease or sublease, including any oil, gas or mineral lease, for such period of time and to include therein any covenants or options for renewal as may be deemed proper without regard to the duration of any trust and without approval of any court;

3. To invest and reinvest in and to acquire by exchange property of any character, foreign or domestic, or interests or participations therein, including by way of illustration but not of limitation, real property, mortgages, bonds, notes, debentures, certificates of deposit, capital, common and preferred stocks, and shares or interests in investment trusts, mutual funds or common trust funds, without regard to the proportion any such property or similar property held may bear to the entire amount held and whether or not the same is of the class in which fiduciaries are authorized by law or any rule of court to invest funds; to contribute to the capital of any general or limited partnership, sub-chapter S corporation or limited liability company and to become a general or limited partner, shareholder or member therein; the fiduciary hereunder shall be under no duty to diversify investments regardless of any principle of law requiring diversification;

4. To borrow at any time and from time to time from any Person or corporation (including any fiduciary acting hereunder) for such periods of time and upon such terms and conditions as may be deemed proper such sums of money as may be deemed necessary or advisable and to secure such loans by the pledge or hypothecation of any property held hereunder and the decision with respect thereto shall be conclusive on all persons interested hereunder; no person making such loan shall be bound to inquire into the necessity, expediency or propriety thereof or to see to the application of the sums loaned;

5. To hold any personal property in any state; to register and hold any property of any kind, whether real or personal, at any time held hereunder in the name of a nominee or nominees; and to take and keep any stocks, bonds or other securities unregistered or in such condition as to pass by delivery;

6. To make or refrain from making elections or allocations permitted under any applicable income, estate, inheritance or generation-skipping tax law without regard to the effect of any such election or allocation on the interest of any beneficiary of my estate and, if any such election or allocation shall be made, to apportion, or to refrain from apportioning, any benefits thereof among the respective interests of the beneficiaries of my estate all in such manner as shall be deemed appropriate;

7. To employ in the exercise of absolute discretion and to rely upon advice given by investment counsel, accountants, depositories, custodians, brokers, attorneys and agents, irrespective of whether any person so employed shall be a fiduciary hereunder or a firm or corporation in which a fiduciary hereunder shall have an interest and to pay them the usual compensation for their services out of the principal or income of the property held hereunder in addition to and without diminution of or charging the same against the commissions or compensation of

any fiduciary hereunder; and any fiduciary who shall be a partner in any such firm shall nevertheless be entitled to receive his share as partner of the compensation paid to such firm; to delegate discretionary investment authority to investment counsel;

8. In distributing any property held hereunder to transfer and pay over the same in kind (at market value unless otherwise directed herein) or in cash or partly in kind and partly in cash and as to any property transferred and paid over in kind to cause any distribution to be composed of cash, property or undivided fractional interests different from any other distribution and to determine the property to be transferred and paid over to any persons;

9. To convey or exchange upon such terms and conditions as may be deemed proper any real property or interest therein held hereunder to any corporation or partnership whether general or limited or to any real estate investment trust formed or to be formed and to receive in payment therefor stocks, bonds and other securities whether or not of the same kind of such corporation or any interest in such partnership or real estate investment trust, whether or not the same is of the class in which fiduciaries are authorized by law or any rule of court to invest funds;

10. To manage any real property or interest therein held hereunder in such manner as shall be deemed advisable; to vacate and abandon the same; to adjust boundaries thereon; to demolish any buildings or improvements thereon; to grant easements thereon; to subdivide and sell or lease the same subject to any covenants; to partition and to pay any sums necessary for equality of partition; to perfect the title thereof; from time to time to expend from principal or income or both such amounts as shall be deemed advisable for the development, alteration or improvement of the same or for the erection of any buildings or improvements thereon; and to determine whether or not to establish any reserves for depreciation of any buildings or improvements thereon;

11. To renew, extend, consolidate with another mortgage, subordinate or replace or to participate in the renewal, extension, consolidation with another mortgage, subordination or replacement of any mortgage or any lease upon such terms as may be deemed advisable; to release from the lien of a mortgage a portion of the property subject thereto; to release a portion of any mortgage lien; to accept surrender, cancellation or assignment of any lease and to pay a consideration therefor to such extent as may be deemed advisable; to agree to a reduction in the rate of interest on any mortgage or rental payments due under any lease or to any other modification or change in the terms of any mortgage or of any guarantee securing any mortgage or of any lease in any manner and to any extent as may be deemed advisable; to waive or forbear to sue on any default in the performance of any covenant or condition of or payment due under any mortgage or lease or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce and forbear to exercise and enforce in any action, suit or proceeding at law or in equity, any rights or remedies in respect of any mortgage or of any guarantee or of any lease held hereunder; to exercise and enforce any and all rights of foreclosure of any mortgage, and at any foreclosure to purchase the real property covered by any mortgage; to take a deed in lieu of foreclosure and to

pay a consideration therefor; and to retain any such real property received on any foreclosure;

12. To participate in and consent to any plan of reorganization, consolidation, merger, combination, dissolution, recapitalization, liquidation or similar plan and any action thereunder, including without limitation by the specification thereof, the deposit of any property with any protective, reorganization or similar committee, the delegation of discretionary powers thereto, the sharing in the payment of its expenses and compensation and the payment of any assessments levied with respect to such property; to receive and retain property under any such plan whether or not the same is of the class in which fiduciaries are authorized by law or any rule of court to invest funds;

13. To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto;

14. To extend the time for payment of any claim or obligation; and to abandon, settle, compromise, renew, modify, release, adjust or submit to arbitration in whole or in part and without the order or decree of any court any and all claims or obligations whether the same shall increase or decrease the value or aggregate of the property held hereunder;

15. By instrument or instruments signed by all fiduciaries acting hereunder, to delegate, in whole or in part, to any person or persons (including any fiduciary acting hereunder) the authority and power (a) to sign checks, drafts or orders for the payment or withdrawal of funds from any bank account in which funds held hereunder shall be deposited, (b) to endorse for sale, transfer or delivery, or sell, transfer or deliver, or purchase or otherwise acquire, any and all stocks, stock warrants, stock rights, bonds or other securities whatsoever and (c) to gain access to any safe deposit box or boxes in which assets held hereunder may be located or which may be in the names of the fiduciaries hereunder and remove part or all of the contents of any such safe deposit box or boxes and release and surrender the same;

16. To carry on any business owned by me in whole or in part or in which I may be engaged at the time of my death, whether or not in corporate form, and to carry on with other partners any business in which I may be a partner at the time of my death, all for any period of time, and (i) to invest additional moneys or assets therein or to make loans to such business whether or not such investments or loans would otherwise be appropriate for fiduciaries and without regard to any duty to diversify investments, (ii) to select directors, officers or other employees of such business, including but not limited to, any fiduciary hereunder or an officer of a corporate fiduciary hereunder or a beneficiary hereunder and any such person may nevertheless receive appropriate compensation from such business for acting as such; (iii) to pay from principal the cost of liability insurance for a fiduciary or beneficiary acting as director, (iv) to redeem stock under Section 303 of the Code, and the proceeds of any such redemption shall be applied in a manner consistent with the requirements of Section 303(b)(3), (v) to elect deferred payment of estate tax under Section 6166 of the Code and any corresponding provision of state law, and to charge interest on such deferred tax

against property passing hereunder even if such deferral relates to property not passing hereunder.

FOURTEENTH: Where a party to any proceeding relating to my estate has the same interest as a person under a disability, it shall not be necessary to serve with process the person who is under a disability.

FIFTEENTH: Except where the context shall clearly require otherwise, wherever used in this Will and any codicil hereto, the words "executor" and "executors" shall be construed as masculine, feminine or neuter, or in the singular or plural, as the sense requires.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this th 15 day of November, 2007.

Edward I. Koch [H.S.]

EDWARD I. KOCH

SIGNED, SEALED, PUBLISHED AND DECLARED by EDWARD I. KOCH, the Testator, as and for his Last Will and Testament, in our presence; and we thereupon at his request, and in his presence, and in the presence of each other have hereunto subscribed our names as attesting witnesses and our respective places of residence on the day of the execution thereof.

Michael J. Sel Residing at 117 Cove Drive, Manhasset, NY 11030

Robert J. Kelly Residing at 77 Memorial Place, Manhasset NY 11030

John N. Ketrone Residing at 138 W. Olive St, Long Beach NY

STATE OF NEW YORK)

.. SS.:

COUNTY OF NEW YORK)

We, Michael J. K. Schwarm, Robert J. Reilly and Constantine N. Katsoris the undersigned, being

duly and severally sworn, depose and say that the attached instrument was on the 15 day of November 2007, subscribed at 140 W. 62 ST, New York, New York, by EDWARD I. KOCH in our presence and at the end thereof and declared by him to be his Last Will and Testament; that we, at the request of said testator and in his presence and in the presence of each other, witnessed the execution of said instrument by said testator and subscribed our names as witnesses thereto; that said testator at the time of the execution of said Will was over the age of 18 and was in our opinion in all respects competent to make a will and not under any restraint; that the said testator could read, write, and converse in English and was suffering from no physical or mental impairment which would affect his capacity to make a valid will; that the attached instrument was executed as a single instrument and not in counterparts; that the said testator executed the attached instrument under the supervision of Constantine N. Katsoris, who is an attorney; and that we are acquainted with the testator and are making this affidavit at his request after having examined the attached instrument as to his signature and those of the undersigned.

Michael J. K. Schwarm
Robert J. Reilly
Constantine N. Katsoris

Severally sworn to before me this
15th day of NOVEMBER, 2007.

Michael Twum
NOTARY PUBLIC

Michael Twum
Notary Public - State of New York
Qualified in Manhattan County
Commission Expires 10-23-2010